

**UNITED STATES DISTRICT COURT  
DISTRICT OF MASSACHUSETTS**

RENEE MESSANA, PAUL DEMEO, PAUL  
MESSANA, INDIVIDUALLY AND AS NEXT  
FRIEND OF RAYMOND MESSANA AND ARIANA  
MESSANA

Plaintiffs,

v.

ACRES OF WILDLIFE CAMPGROUND, INC.

Defendant

Docket No. 04-11913 MLW

**DEFENDANT'S INITIAL DISCLOSURES PURSUANT TO FED.R.CIV.P.  
26(a)(1)**

Acres of Wildlife Campground, Inc., by and through its undersigned counsel,  
pursuant to Fed.R.Civ.P. 26(a)(1), makes the following initial disclosures:

1. The name and, if known, the address and telephone number of each  
individual likely to have discoverable information that Acres of Wildlife may use to  
support its claims or defenses, unless solely for impeachment, identifying the subjects of  
the information is as follows:

- a. Elaine Baptista Burnham  
P.O. Box 5  
Steep Falls, ME 04085  
207-675-2267

Ms. Burnham is and was at all relevant times an owner and Treasurer of Acres of  
Wildlife Campground, Inc. She was present the day of the accident, but she was not  
present at the particular campsite where Ms. Messana was injured at the time the tree fell  
on Ms. Messana.

- b. Michael Baptista  
P.O. Box 5  
Steep Falls, ME 04085  
207-675-2267

Mr. Baptista is and was at all relevant times an owner and President of Acres of Wildlife Campground, Inc. He was present the day of the accident, but he was not present at the particular campsite where Ms. Messana was injured at the time the tree fell.

- c. Michael and Rosellen Furbush  
5 Guard St. Ext.  
Saugus, MA 01906  
781-233-1691  
Site 22

The Furbushes were neighboring campsite campers on the day of the accident.

- d. Ron Cox  
9 Washington St.  
Seabrook, NH 03874  
603-474-7711  
Site 18

Mr. Cox was camping at a neighboring site the day of the accident.

- e. Gary Webster  
7 Lindon Ln.  
Hampton, NH 03842  
603-926-6798  
Site 18A

Mr. Webster was camping at a neighboring site the day of the accident.

- f. Elizabeth Linton  
294 Alfred St.  
Biddeford, ME 04005  
297-282-4813  
Site: Deer Cottage

Ms. Linton was camping at another campsite at Acres of Wildlife Campground the day of the accident.

- g. Patricia A. Clark  
P.O. Box 455  
Long Key, FL 33001  
(305) 240-2266

At the time of the accident, Ms. Clark worked at Acres of Wildlife Campground in housekeeping. She recalls being told that there was an accident. She went to Campsite 20 and assisted with crowd control.

- h. Timothy L. Clark  
P.O. Box 455  
Long Key, FL 33001  
(305) 240-2266

At the time of the accident, Mr. Clark worked at Acres of Wildlife Campground in housekeeping. He recalls being told there was an accident. He drove others to the campsite on a golf cart and also assisted medical personnel to the campsite.

Defendant Acres of Wildlife Campground, Inc. reserves the right to supplement this disclosure by identifying further persons, including experts, with discoverable information as its investigation and discovery continue.

2. A copy of or description by category and location of all documents, data compilations, and tangible things that are in Acres of Wildlife Campground, Inc.'s possession, custody, or control and which Acres of Wildlife Campground, Inc. may use to support its claims or defenses, unless solely for impeachment, is as follows:

- a. Pictures of Campsite 20 immediately following the accident (some of which are work product).
- b. Medical Records of Renee Messana.
- c. Recorded Statements of Paul Messana, Sr. and Renee Messana
- d. Recorded Statement of Mike Furbush (work product)

- e. Recorded Statement of Patricia A. Clark (work product)
- f. Recorded Statement of Elaine Burnham (work product)
- g. Recorded Statement of Michael Baptista (work product)
- h. Lease Agreement between Acres of Wildlife and the Messanas

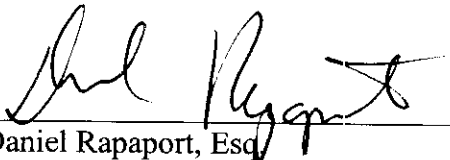
3. A computation of any category of damages claimed by the disclosing party, making available for inspection and copying as under Rule 34 the documents or other evidentiary material, not privileged or protected from disclosure, on which such computation is based, including materials bearing on the nature and extent of injuries suffered is as follows:

- a. Acres of Wildlife Campground, Inc., makes no claim for damages, but will seek to recover its costs and attorneys' fees, to the extent allowed by law.

4. The insurance agreement which may be available to satisfy part or all of the judgment which may be entered in this action or to indemnify, reimburse for payments made to satisfy the judgment is available for inspection and copying at a mutually agreeable time and place.

- a. Please see enclosed General Liability Policy and Umbrella Policy from Evergreen Indemnity, Ltd.

h  
DATED at Portland, Maine this 30 day of November, 2004.

  
\_\_\_\_\_  
Daniel Rapaport, Esq.  
Bar No. 412120  
Attorney for Defendant,  
Acres of Wildlife Campground, Inc.

PRETI FLAHERTY  
One City Center

P.O. Box 9546  
Portland, ME 04112-9546  
(207) 791-3000



EFFECTIVE DATE: 01/05/02

Policy Period - shown under the Common Policy Declarations

**COMMERCIAL GENERAL LIABILITY  
COVERAGE EXTENSION ENDORSEMENT**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY

**SECTION I - COVERAGES**

COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions

Coverage is amended by an [X] entry next to the name of the exclusion.

FIREWORKS - Paragraph (1) and (2) of Exclusion s. do not apply.

JET-SKI OR WAVE-RUNNER - Paragraph (1) and (2) of Exclusion t. do not apply.

LIQUOR LIABILITY - Exclusion c. does not apply.

[X] LP-GAS SUPPLY - Exclusion u. does not apply.

SADDLE ANIMALS - Exclusion v. does not apply.

SHOOTING RANGE - Exclusion w. does not apply.

SKATING RINK and SKATEBOARDING COURSE - Exclusion x. does not apply.

WATER RIDE - Exclusion y. does not apply.

[X] WATER-SKIING - Exclusion z. does not apply.

COVERAGE B - PERSONAL AND ADVERTISING INJURY LIABILITY, 2. Exclusions

Coverage is amended by an [X] entry next to the name of the exclusion.

EMPLOYMENT RELATED PRACTICES - Exclusion b. does not apply.

**COMMERCIAL GENERAL LIABILITY COVERAGE  
OCCURRENCE FORM**

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we," "us" and "our" refer to the Company providing this insurance.

The word "insured" means any person or organization qualifying as such under SECTION II - WHO IS AN INSURED. Other words and phrases that appear in quotation marks have special meaning. Refer to SECTION V - DEFINITIONS.

**SECTION I - COVERAGES**

**COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY**

**1. Insuring Agreement**

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury" or "property damage" to which this insurance applies. No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under SUPPLEMENTARY PAYMENTS - COVERAGE A AND B. This insurance applies only to "bodily injury" and "property damage" which occurs during the policy period. The "bodily injury" or "property damage" must be caused by an "occurrence." The "occurrence" must take place in the "coverage territory." We will have the right and duty to defend any "suit" seeking those damages. But:

- (1) The amount we will pay for damages are limited as described in SECTION III - LIMITS OF INSURANCE;
- (2) We may investigate and settle any claim or "suit" at our discretion; and
- (3) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements under COVERAGE A or B.

- b. Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury."
- c. "Property damage" that is loss of use of tangible property that is not physically injured shall be deemed to occur at the time of the "occurrence" that caused it.

**2. Exclusions**

This insurance does not apply to:

- a. "Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" resulting from the use of reasonable force to protect persons or property.
- b. "Bodily injury" or "property damage" for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages:
  - (1) Assumed in a contract or agreement that is an "insured contract"; or
  - (2) That the insured would have in the absence of the contract or agreement.
- c. "Bodily injury" or "property damage" for which any insured may be held liable by reason of:
  - (1) Causing or contributing to the intoxication of any person;
  - (2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol;
  - (3) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion applies only if you are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages.

- d. Liability imposed on the "insured":
- (1) Under any workers compensation, unemployment compensation or disability benefits law, or any similar law; or
  - (2) Under the Employee Retirement Income Security Act (ERISA) of 1974, or any changes to it; or



- (3) Arising out of the administration of any employee benefits plan.

e. "Bodily injury" to:

- (1) An officer, former officer or employee of the insured arising out of and in the course of :
  - (a) Employment by the insured; or
  - (b) Performing duties related to the conduct of the insured's business; or
- (2) A person arising out of:
  - (a) Refusal to employ that person;
  - (b) Termination of that person's employment; or
  - (c) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation or discrimination directed at that person; or
  - (d) Any other employment related practices, policies, acts or omissions; or
- (3) The spouse, child, parent, brother or sister of that employee or that person as a consequence of "bodily injury" as described in (1) and (2) above is directed.

This exclusion applies:

- (1) Whether the insured may be liable as an employer or in any other capacity; and
- (2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

This exclusion does not apply to liability assumed by the insured under an "insured contract."

- f. "Bodily injury" or "property damage" due to the rendering of or failure to render any professional service. This includes but is not limited to:

- (1) Legal, accounting or advertising services;
- (2) Preparing, approving, or failing to prepare or approve maps, drawings, opinions, reports, surveys, change orders, designs or specifications;

- (3) Supervisory, inspection or engineering services;
- (4) Medical, surgical, dental, x-ray or nursing services or treatment;
- (5) Any health service or treatment;
- (6) Any cosmetic or tonsorial service or treatment;
- (7) Optometry or optical or hearing aid services including the prescribing, preparation, fitting, demonstration or distribution of ophthalmic lenses and similar products or hearing aid devices;
- (8) Ear piercing services; and
- (9) Services in the practice of pharmacy.

- g. (1) "Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, release or escape of pollutants:

- (a) At or from premises you own, rent or occupy;
- (b) At or from any site or location used by or for you or others for the handling, storage, disposal, processing or treatment of waste;
- (c) Which are at any time transported, handled, stored, treated, disposed of, or processed as waste by or for you or any person or organization for whom you may be legally responsible; or
- (d) At or from any site or location on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations;
  - (i) If the pollutants are brought on or to the site or location in connection with such operations; or
  - (ii) If the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize the pollutants.

- (2) Any loss, cost, or expense arising out of any governmental direction or request that you test for, monitor, clean up,

remove, contain, treat, detoxify or neutralize pollutants.

Pollutants means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, radiation, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

h. "Bodily injury" or "property damage" arising out of or caused by:

- (1) Asbestos, asbestos fibers or products containing asbestos; or
- (2) Any supervision, instructions, recommendations, warnings or advice given or which should have been given in connection therewith.

i. "Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft or "auto" owned, leased or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading."

This exclusion does not apply to:

- (1) Parking an "auto" on, or on the ways next to, premises you own or rent as described in the Declarations, provided the "auto" is not owned by or rented or loaned to you or the insured;
- (2) An "auto" owned by the insured that is used exclusively as a maintenance vehicle on the premises you own or rent as described in the Declarations, provided that the "auto" is not registered for public road use.
- (3) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft; or
- (4) "Bodily injury" or "property damage" arising out of the operation of any of the equipment listed in paragraph f. (2) or f. (3) of the definition of "mobile equipment" (SECTION V - DEFINITIONS, 11.).

j. "Bodily injury" or "property damage" arising out of:

- (1) The transportation of "mobile equipment" by an "auto" owned or operated by or rented or loaned to any insured; or
- (2) The use of "mobile equipment" in, or while in practice or preparation for, a

prearranged racing, speed or demolition contest or in any stunting activity.

k. "Bodily injury" or "property damage" due to war, whether or not declared, or any act or condition incident to war. War includes civil war, insurrection, rebellion or revolution. This exclusion applies only to liability assumed under a contract or agreement.

l. "Bodily injury" or "property damage" arising out of the failure or inability of you or any person acting on your behalf to adequately supply, provide, or distribute any steam, water, electricity, gas, telephone, or cable TV.

m. "Property damage" to:

- (1) Property you own, rent or occupy;
- (2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;
- (3) Property loaned to you;
- (4) Personal property in your care, custody or control;
- (5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or
- (6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraph (2) of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs (3), (4), (5) and (6) of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph (6) of this exclusion does not apply to "property damage" included in the "products-completed operations hazard."

n. "Property damage" to "your product" arising out of it or any part of it.

o. "Property damage" to "your work" arising out of it or any part of it and included in the "products-completed operations hazard."

This exclusion does not apply if the damaged

work or the work out of which the damage arises was performed on your behalf by a subcontractor.

- p. "Property damage" to "impaired property" or property that has not been physically injured, arising out of:

- (1) A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or
- (2) A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to "your product" or "your work" after it has been put to its intended use.

- q. Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

- (1) "Your product";
- (2) "Your work"; or
- (3) "Impaired property";

If such product, work, or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

Exclusions c. through q. do not apply to damage by fire to premises rented to you. A separate limit of insurance applies to this coverage as described in SECTION III - LIMITS OF INSURANCE.

Exclusions i. and paragraph 4 of exclusion m. do not apply to "property damage" to a trailer, recreational vehicle or watercraft when damaged through collision or overturning while you are moving or assisting in moving the trailer, recreational vehicle or watercraft on your premises or on an adjacent road or driveway or while you are spotting or assisting in spotting the trailer, recreational vehicle or watercraft on a site on your premises. A separate limit of insurance applies to this coverage as described in SECTION III - LIMITS OF INSURANCE.

- r. To "bodily injury" or "property damage" arising out of:

- (1) The ownership, maintenance or use of

any property, not owned by or leased to the insured, that are located on the described premises.

- (2) Operations on those premises which are necessary or incidental to the ownership, maintenance or use of those premises; or
- (3) Goods or products manufactured at or distributed from those premises.

**s. "Fireworks"**

To "bodily injury" or "property damage" arising out of the use of "fireworks" whether:

- (1) Displayed by you; or
- (2) Displayed by someone else; or
- (3) Provided by you; or
- (4) Provided by someone else; or
- (5) Sold by you; or
- (6) Sold by someone else.

**t. "Jet-ski" or "Wave-runner"**

To "bodily injury" or "property damage" arising out of:

- (1) The use of a "jet-ski" or "wave-runner" and any equipment used in connection with them, whether:
  - (a) Owned by you; or
  - (b) Owned by someone else; or
  - (c) Provided by you; or
  - (d) Provided by someone else; or
  - (e) Rented from you, or by you from anyone else.
- (2) Instructions that you or your employees provide to others in the usage of a "jet-ski" or "wave-runner."

**u. "LP-Gas" Supply**

To "bodily injury" or "property damage" arising out of the operation of a "LP-Gas" supply:

- (1) Used to fill or refill "LP-Gas" cylinders; or
- (2) The selling or servicing of "LP-Gas" appliances; or

(3) The selling of "LP-Gas" in refillable cylinders.

v. "Saddle Animals"

To "bodily injury" or "property damage" arising out of the rental or use of "saddle animals" :

- (1) Provided by you; or
- (2) Provided to you by anybody else.

w. Shooting Range

To "bodily injury" or "property damage" arising out of :

- (1) A "shooting activity" ; or
- (2) The use of any equipment, supplies or ammunition used in connection with a "shooting activity" whether it is:
  - (a) Owned by you; or
  - (b) Owned by someone else; or
  - (c) Rented from you, or by you from anyone else.
- (3) The use of any facility, range, or course used in connection with a "shooting activity" whether it is:
  - (a) Owned by you; or
  - (b) Owned by someone else; or
  - (c) Rented from you, or by you from anyone else.

x. "Skating Rink" and "Skateboarding Course"

To "bodily injury" or "property damage" arising out of :

- (1) The use of any equipment or supplies used in connection with a "skating rink" or "skateboarding course" whether it is:
  - (a) Owned by you; or
  - (b) Owned by someone else; or
  - (c) Rented from you, or by you from anyone else.
- (2) The use of any "skating rink" or "skateboarding course" whether it is:
  - (a) Owned by you; or

(b) Owned by someone else; or

(c) Rented from you, or by you from anyone else.

y. "Water Ride"

To "bodily injury" or "property damage" arising out of :

- (1) The use of any equipment or supplies in connection with a "water ride" whether it is:
  - (a) Owned by you; or
  - (b) Owned by someone else; or
  - (c) Rented from you, or by you from anyone else.
- (2) The use of any facility used in connection with a "water ride" whether it is:
  - (a) Owned by you; or
  - (b) Owned by someone else; or
  - (c) Rented from you, or by you from anyone else.

z. "Water-skiing"

To "bodily injury" or "property damage" arising out of:

- (1) The use of "water ski(s)" or of any equipment, including but not limited to, boats and motors, or supplies used in connection with "water-skiing" whether it is:
  - (a) Owned by you; or
  - (b) Owned by someone else; or
  - (c) Rented from you, or by you from anyone else.
- (2) Instructions that you or your employees provide to others for the activity of "water-skiing."

**COVERAGE B - PERSONAL AND ADVERTISING INJURY LIABILITY**

**1. Insuring Agreement**

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "personal injury" or "advertising

injury" to which this insurance applies. No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under SUPPLEMENTARY PAYMENTS - COVERAGES A AND B. We will have the right and duty to defend any "suit" seeking those damages. But:

(1) The amount we will pay for damages is limited as described in SECTION III - LIMITS OF INSURANCE;

(2) We may investigate and settle any claim or "suit" at our discretion; and

(3) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgment or settlements under Coverages A or B.

b. This insurance applies to "personal injury" only if caused by an offense:

(1) Committed in the "coverage territory" during the policy period; and

(2) Arising out of the conduct of your business, excluding advertising, publishing, broadcasting or telecasting done by or for you.

c. This insurance applies to "advertising injury" only if caused by an offense committed:

(1) In the "coverage territory" during the policy period; and

(2) In the course of advertising your goods, products or services.

## 2. Exclusions

This insurance does not apply to:

a. Personal injury" or "advertising injury":

(1) Arising out of oral or written publication of material, if done by or at the direction of the insured with knowledge of its falsity;

(2) Arising out of oral or written publication of material whose first publication took place before the beginning of the policy period;

(3) Arising out of the willful violation of a penal statute or ordinance committed by or with the consent of the insured;

(4) For which the insured has assumed liability in a contract or agreement. This exclusion does not apply to liability for

damages that the insured would have in the absence of the contract or agreement;

(5) Arising out of:

(a) The ownership, maintenance or use of any property, not owned by or leased to the insured, that are located on the described premises;

(b) Operations on those premises which are necessary or incidental to the ownership, maintenance or use of those premises;

(c) Goods or products manufactured at or distributed from those premises; or

b. "Personal injury" to:

(1) An officer, former officer or employee of the insured arising out of and in the course of:

(a) Employment by the insured; or

(b) Performing duties related to the conduct of the insured's business; or

(2) A person arising out of:

(a) Refusal to employ that person;

(b) Termination of that person's employment; or

(c) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation or discrimination directed at that person; or

(d) Any other employment related practices, policies, acts or omissions; or

(3) The spouse, child, parent, brother or sister of that employee or that person as a consequence of "bodily injury" as described in (1) and (2) above is directed.

This exclusion applies:

(1) Whether the insured may be liable as an employer or in any other capacity; and

(2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.



This exclusion does not apply to liability assumed by the insured under an "insured contract."

- c. "Personal injury" due to the rendering of or failure to render any professional service. This includes but is not limited to:

- (1) Legal, accounting or advertising services;
- (2) Preparing, approving, or failing to prepare or approve maps, drawings, opinions, reports, surveys, change orders, designs or specifications;
- (3) Supervisory, inspection or engineering services;
- (4) Medical, surgical, dental, x-ray or nursing services or treatment;
- (5) Any health service or treatment;
- (6) Any cosmetic or tonsorial service or treatment;
- (7) Optometry or optical or hearing aid services including the prescribing, preparation, fitting, demonstration or distribution of ophthalmic lenses and similar products or hearing aid devices;
- (8) Ear piercing services; and
- (9) Services in the practice of pharmacy.

- d. "Advertising injury" arising out of:

- (1) Breach of contract, other than misappropriation of advertising ideas under an implied contract;
- (2) The failure of goods, products or services to conform with advertised quality or performance;
- (3) The wrong description of the price of goods, products or services; or
- (4) An offense committed by an insured whose business is advertising, broadcasting, publishing or telecasting.

#### **SUPPLEMENTARY PAYMENTS - COVERAGES A AND B**

1. We will pay, with respect to any claim or "suit" we defend:
  - a. All expenses we incur.
  - b. Up to \$500 for cost of bail bonds required

because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

- c. The cost of bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.
- d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit," including actual loss of earnings up to \$200 a day because of time off from work.
- e. All costs taxed against the insured in the "suit."
- f. Pre-judgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any pre-judgment interest based on that period of time after the offer.
- g. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.
2. We will pay reasonable expenses incurred by the insured for first aid to other persons at the time of an "occurrence" causing "bodily injury" covered under Coverage A.

Payments under SUPPLEMENTARY PAYMENTS - COVERAGES A AND B will not reduce the limits of insurance.

#### **SECTION II - WHO IS AN INSURED**

1. If you are designated in the Declarations as:
  - a. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.
  - b. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.
  - c. An organization other than a partnership or joint venture, you are an insured. Your executive officers and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insured, but only with respect to their liability as stockholders.

## 2. Each of the following is also an insured:

- a. Your employees, other than your executive officers, but only for acts within the scope of their employment by you. However, none of these employees is an insured for:

- (1) "Bodily injury" or "personal injury" to you or to a co-employee while in the course of his or her employment; or

- (2) "Bodily injury" or "personal injury" arising out of his or her providing or failing to provide professional health care services; or

- (3) "Property damage" to property owned or occupied by or rented or loaned to that employee, any of your other employees, or any of your partners or members (if you are a partnership or joint venture).

- b. Any person (other than your employees) or organization while acting as your real estate manager.

- c. Any person or organization having proper temporary custody of your property if you die, but only:

- (1) With respect to liability arising out of the maintenance or use of that property; and

- (2) Until your legal representative has been appointed.

- d. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.

- 3. With respect to "mobile equipment" registered in your name under any motor vehicle registration law, any person is an insured while driving such equipment along a public highway with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the equipment, and only if no other insurance of any kind is available to that person or organization for this liability. However, no person or organization is an insured with respect to:

- a. "Bodily injury" to a co-employee of the person driving the equipment; or

- b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

- 4. Any organization you newly acquire or form, other than a partnership or joint venture, and over which you maintain ownership or majority interest, will be deemed to be a Named Insured if there is no other similar insurance available to that organization. However:

- a. Coverage under this provision is afforded only until the 90th day after you acquire or form the organization or the end of the policy period, whichever is earlier;

- b. COVERAGE A does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and

- c. COVERAGE B does not apply to "personal injury" or "advertising injury" arising out of an offense committed before you acquired or formed the organization.

No person or organization is an insured with respect to the conduct of any current or past partnership or joint venture that is not shown as a Named Insured in the Declarations.

**SECTION III - LIMITS OF INSURANCE**

- 1. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:

- a. Insureds;

- b. Claims made or "suit" brought; or

- c. Persons or organizations making claims or bringing "suits."

- 2. The General Aggregate Limit is the most we will pay for damages under COVERAGE A and COVERAGE B, except damages because of injury and damage included in the "products - completed operations hazard."

- 3. The Product-Completed Operations Aggregate Limit is the most we will pay under COVERAGE A for damages because of injury and damage included in the "products-completed operations hazard."

- 4. Subject to 2. above, the Personal and Advertising Injury Limit is the most we will pay under COVERAGE B for the sum of all damages because of all "personal injury" and all "advertising injury" sustained by any one person or organization.

- 5. Subject to 2. or 3. above, whichever applies, the Each Occurrence Limit is the most we will pay for damages under COVERAGE A because of all

"bodily injury" and "property damage" arising out of any one "occurrence."

6. Subject to 5. above, the Fire Damage Limit is the most we will pay under COVERAGE A for damages because of "property damage" to premises rented to you arising out of any one fire.
7. Subject to 5. above, the Trailer and Recreational Vehicle Spotting Limit is the most we will pay under COVERAGE A for damages because of "property damage" to any trailer, recreational vehicle or watercraft damaged through collision or overturning while you are moving or assisting in moving the trailer, recreational vehicle or watercraft, or while you are spotting or assisting in spotting the trailer, recreational vehicle or watercraft on a site on your premises.

The limits of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

#### **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**

##### **1. Bankruptcy**

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

##### **2. Duties In The Event Of Occurrence, Claim Or Suit**

- a. You must see to it that we are notified promptly of an "occurrence" which may result in a claim. Notice should include:
  - (1) How, when and where the "occurrence" took place; and
  - (2) The names and addresses of any injured persons and witnesses.
- b. If a claim is made or "suit" is brought against any insured, you must see to it that we receive prompt written notice of the claim or "suit."
- c. You and any other involved insured must:
  - (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";

- (2) Authorize us to obtain records and other information;
  - (3) Cooperate with us in the investigation, settlement or defense of the claim or "suit"; and
  - (4) Assist us, upon our request, in the enforcement of any right against any person or organization, which may be liable to the insured because of injury or damage to which this insurance may also apply.
- d. No insureds will, except at their own cost, make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

##### **3. Legal Action Against Us**

No person or organization has a right under this Coverage Part:

- a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or
- b. To sue us on this Coverage Part unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured obtained after an actual trial; but we will not be liable for damages that are not payable under the terms of this Coverage Part or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

##### **4. Other Insurance**

If other valid and collectible insurance is available to the insured for a loss we cover under COVERAGES A or B of this Coverage Part, our obligations are limited as follows:

- a. **Primary Insurance.** This insurance is primary except when b. below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in c. below.
- b. **Excess Insurance.** This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis:



- (1) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";
- (2) That is Fire insurance for premises rented to you; or
- (3) If the loss arises out of the maintenance or use of watercraft, or out of the maintenance or use of aircraft or "autos" to the extent not subject to Exclusion g. of COVERAGE A (SECTION I).

When this insurance is excess, we will have no duty under COVERAGE A or B to defend any claim or "suit" that any other insurer has a duty to defend. If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (2) The total of all deductibles and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

- c. **Method of Sharing.** If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

## 5. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this

insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom claim is made or "suit" is brought.

## 6. Transfer Of Rights Of Recovery Against Others To Us

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

## SECTION V - DEFINITIONS

1. "Advertising injury" means injury arising out of one or more of the following offenses:
  - a. Oral or written publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
  - b. Oral or written publication of material that violates a person's right of privacy;
  - c. Misappropriation of advertising ideas or style of doing business; or
  - d. Infringement of copyright, title or slogan.
2. "Auto" means a land motor vehicle, trailer or semi-trailer designed for travel on public roads, including any attached machinery or equipment. Snowmobiles will also be considered "autos." But "auto" does not include "mobile equipment."
3. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time.
4. "Coverage territory" means:
  - a. The United States of America (including its territories and possessions), Puerto Rico and Canada.
  - b. International waters or airspace, provided the injury or damage does not occur in the course of travel or transportation to or from any place not included in a. above; or
  - c. All parts of the world if:
    - (1) The injury or damage arises out of:

(a) Goods or products made or sold by you in the territory described in a. above; or

(b) The activities of a person whose home is in the territory described in a. above, but is away for a short time on your business; and

(2) The insured's responsibility to pay damages is determined in a "suit" on the merits, in the territory described in a. above or in a settlement we agree to.

5. "Fireworks" means a combustible or explosive device for producing a striking display of light or a loud noise.

6. "Impaired property" means tangible property, other than "your product" or "your work," that cannot be used or is less useful because:

- a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or
- b. You have failed to fulfill the terms of a contract or agreement;

If such property can be restored to use by:

- a. The repair, replacement, adjustment or removal of "your product" or "your work"; or
- b. Your fulfilling the terms of the contract or agreement.

7. "Insured contract" means:

- a. A lease of premises;
- b. A sidetrack agreement;
- c. An easement or license agreement in connection with vehicle or pedestrian private railroad crossing at grade;
- d. Any other easement agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
- e. An indemnification of a municipality as required by ordinance, except in connection with work for a municipality.
- f. An elevator maintenance agreement; or
- g. That part of any other contract or agreement pertaining to your business under which you assume the tort liability of another to pay damages because of "bodily injury" or "property damage" to a third person or

organization, if the contract or agreement is made prior to the "bodily injury" or "property damage." Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

An "insured contract" does not include that part of any contract or agreement:

a. That indemnifies an architect, engineer or surveyor for injury or damage arising out of:

(1) Preparing, approving or failing to prepare or approve maps, drawings, opinions, reports, surveys, change orders, designs or specifications; or

(2) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage;

b. Under which the insured, if an architect, engineer or surveyor, assumes liability for injury or damage arising out of the insured's rendering or failing to render professional services, including those listed in a. above and supervisory, inspection or engineering services; or

c. That indemnifies any person or organization for damage by fire to premises rented or loaned to you.

8. "Jet-ski" or "Wave-runner" means a small vessel having a powerful force or fast speed suggesting jet propulsion.

9. "Loading or unloading" means the handling of property;

a. After it is moved from the place where it is accepted for movement into or onto an aircraft or "auto";

b. While it is in or on an aircraft or "auto"; or

c. While it is being moved from an aircraft or "auto" to the place where it is finally delivered;

But "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft or "auto."

10. "LP-Gas" means liquid propane gas.

11. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:

a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public

roads. However, snowmobiles are not "mobile equipment" but will be considered "autos;"

- b. Vehicles maintained for use solely on or next to premises you own or rent;
- c. Vehicles that travel on crawler treads;
- d. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
  - (1) Power cranes, shovels, loaders, diggers or drills; or
  - (2) Road construction or resurfacing equipment such as graders, scrapers or rollers;
- e. Vehicles not described in a., b., c. or d. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
  - (1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
  - (2) Cherry pickers and similar devices used to raise or lower workers;
- f. Vehicles not described in a., b., c. or d. above maintained primarily for purposes other than the transportation of persons or cargo.

However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":

- (1) Equipment designed primarily for:
  - (a) Snow removal;
  - (b) Road maintenance, but not construction or resurfacing;
  - (c) Street cleaning;
- (2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
- (3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

12. "Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.

13. "Personal injury" means injury, other than "bodily injury," arising out of one or more of the following offenses:

- a. False arrest, detention or imprisonment;
- b. Malicious prosecution;
- c. Wrongful entry into, or eviction of a person from, a room, dwelling or premises that the person occupies;
- d. Oral or written publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services; or
- e. Oral or written publication of material that violates a person's right of privacy.

14. "Products-completed operations hazard":

- a. Includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:
  - (1) Products that are still in your physical possession; or
  - (2) Work that has not yet been completed or abandoned; however, "your work" will be deemed completed at the earliest of the following times:
    - (a) When all of the work called for in our contract has been completed; or
    - (b) When all of the work to be done at the site has been completed if your contract calls for work at more than one site; or
    - (c) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

b. Does not include "bodily injury" or "property damage" arising out of:

- (1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle created by the "loading

or unloading" of it;

(2) The existence of tools, uninstalled equipment or abandoned or unused materials;

(3) Products or operations for which the classification in this Coverage Part includes products or completed operations.

15. "Property damage" means:

a. Physical injury to tangible property, including all resulting loss of use of that property; or

b. Loss of use of tangible property that is not physically injured.

16. "Saddle animal" means any animal of the horse type used to transport people upon itself.

17. "Shooting activity" means rifle and pistol target shooting, shotgun sports, skeet, trapshooting and sporting clays, as well as other ancillary functions, such as archery ranges, air rifle ranges and paintball courses.

18. "Skateboarding course" means an indoor or outdoor facility and may be, but is not limited to, a flat area for freestyle skating, a slalom course, a bowl, a ramp, a vertical wall, a full and half pipe, or dunes and valleys.

19. "Skating rink" means an indoor or outdoor facility used in a freestyle skating environment.

20. "Suit" means a civil proceeding in which damages because of "bodily injury," "property damage," "personal injury" or "advertising injury" to which this insurance applies are alleged. "Suit" includes an arbitration proceeding alleging such damages to which you must submit or submit with our consent.

21. "Water ride" means:

a. Water slides, inner tube slides, speed slides; or

b. Any type of a slide with a sliding surface or flume greater than twenty feet (20') in length, constructed with the intention of using water to help propel or assist in the movement of people down the slide; or

c. Wave pools.

22. "Water ski(s)" means a ski used for planing over water while being towed by a motorboat.

23. "Water-skiing" means to plane over water on a "water ski" or "water skis" by grasping a towing rope pulled by a motorboat.

24. "Your product" means"

a. Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:

(1) You;

(2) Others trading under your name; or

(3) A person or organization whose business or assets you have acquired; and

b. Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

"Your product" does not include vending machines or other property rented to or located for the use of others but not sold.

25. "Your work" means:

a. Work or operations performed by you or on your behalf; and

b. Materials, parts or equipment furnished in connection with such work or operations.

"Your work" includes warranties or representations made at any time with respect to the fitness, quality, durability or performance of any of the items included in a. or b. above.

**NAMED INSURED:**

Acres of Wildlife Campground, Inc.

**POLICY NUMBER:** 34-12882**EFFECTIVE DATE:** 01/05/02

Policy Period - shown under the Common Policy Declarations

ATTACHING TO AND FORMING PART OF THIS NUMBERED POLICY  
**COMMERCIAL UMBRELLA LIABILITY COVERAGE PART DECLARATIONS**

---

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

---

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
 DIRECTORS AND OFFICERS LIABILITY COVERAGE PART  
 COMMERCIAL AUTO COVERAGE PART  
 COMMERCIAL GARAGE COVERAGE PART

The Limits Of Insurance indicated in the Schedule below, with respect to which a Limit Of Insurance is shown, provides "excess insurance" over and above the "underlying insurance" designated under the various Coverage Part Declarations stated in this numbered policy.

SCHEDULE	LIMITS OF INSURANCE
<b>Commercial General Liability Coverage Part Declarations</b>	
General Aggregate Limit (Other than Products - Completed Operations)	\$ 1,000,000
Products-Completed Operations Aggregate Limit	\$ 1,000,000
Personal and Advertising Injury Limit	\$ 1,000,000
Each Occurrence Limit	\$ 1,000,000
<b>Directors and Officers Liability Coverage Part Declarations</b>	
Aggregate Limit	No Coverage
Each Incident Limit	No Coverage
<b>Commercial Auto Coverage Part Declarations - Automobile Liability</b>	
Each Accident Limit	\$ 1,000,000
<b>Commercial Garage Coverage Part Declarations - Garage Liability</b>	
Aggregate Limit	\$ 1,000,000
Each Accident Limit	\$ 1,000,000

**COMMERCIAL UMBRELLA LIABILITY COVERAGE FORM**

**A. Insuring Agreement**

1. We will pay those sums, in excess of the amount payable under the terms of any "underlying insurance", that the insured becomes legally obligated to pay as damages because of injury or damage to which this insurance applies, provided that the "underlying insurance" also applies, or would apply but for the exhaustion of its applicable Limits Of Insurance.
2. This insurance is subject to the same terms, conditions, agreements, exclusions, endorsements and definitions as the "underlying insurance" and as attached to and forming part of this numbered policy.

**B. Limits of Insurance**

1. The Limits Of Insurance, as indicated in the Schedule, is the most we will pay under this endorsement regardless of the number of:
  - a. Insureds;

- b. Claims made or "suits" brought;
- c. Persons or organizations making claims or bringing "suit(s)".

**C. Definitions**

1. "Excess insurance" means liability insurance which provides an extra layer of coverage over and above the "underlying insurance." The "excess insurance" does not respond, however, until the "underlying insurance" has been exhausted.
2. "Suit(s)" means a civil proceeding in which damages because of "bodily injury," "property damage," "personal injury" or "advertising injury" to which this insurance applies are alleged. "Suit" includes an arbitration proceeding alleging such damages to which you must submit or submit with our consent.
3. "Underlying insurance" means the Limit Of Insurance as designated under the Coverage Part Declarations of this policy.



PRODUCER/SERVICING COMPANY: (207)783-1585 (207)783-6778  
International Insurance Services, Inc.  
PO Box 61  
655 Main St.  
Lewiston, ME 04240

DATE (MM/DD/YY)  
11/09/01

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDABLE BY THE POLICIES BELOW.

INSURED:  
Michael Baptista and Elaine Baptista-Burnham and  
Acres of Wildlife Campground, Inc.  
P.O. Box 2  
Steep Falls, ME 04085

INSURERS AFFORDING COVERAGE

INSURER A: EVERGREEN INDEMNITY, LTD.  
INSURER B:  
INSURER C:

**COVERAGES**

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE	POLICY EXPIRATION DATE	COVERAGE DESCRIPTION	LIMITS OF INSURANCE
A	GENERAL LIABILITY	34-12882	01/05/02	01/05/03		
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				EACH OCCURRENCE	1,000,000
	<input checked="" type="checkbox"/> OCCURRENCE				FIRE DAMAGE (Any one fire)	50,000
	<input type="checkbox"/> CLAIMS MADE				MED EXP (Any on person)	nil
	<input checked="" type="checkbox"/> Includes Coverage for L.P. Gas Operation				PERSONAL & ADV INJURY	incl.
					GENERAL AGGREGATE	2,000,000
					PRODUCTS-COMP/OP AGGREGATE	incl.
	AUTOMOBILE LIABILITY					
	<input type="checkbox"/> ANY AUTO				COMBINED SINGLE LIMIT (Each Acc)	
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per Person)	
	<input type="checkbox"/> SCHEDULED AUTOS				BODILY INJURY (Per Accident)	
	<input type="checkbox"/> HIRED AUTOS				PROPERTY DAMAGE (Per Accident)	
	<input type="checkbox"/> NON-OWNED AUTOS					
	GARAGE LIABILITY					
	<input type="checkbox"/>				AUTO ONLY - EACH ACCIDENT	
	<input type="checkbox"/>				OTHER THAN AUTO ONLY } EACH ACCIDENT	
	<input type="checkbox"/>				AGGREGATE	
	EXCESS/UMBRELLA LIABILITY					
	<input type="checkbox"/> OCCURRENCE				EACH OCCURRENCE	
	<input type="checkbox"/> CLAIMS MADE				AGGREGATE	
	<input type="checkbox"/> DEDUCTIBLE					
	<input type="checkbox"/> RETENTION \$					
	WORKERS COMPENSATION AND EMPLOYER'S LIABILITY				WC STATUTORY LIMITS <input type="checkbox"/> OTHER <input type="checkbox"/>	
					E.L. EACH ACCIDENT	
					E.I. DISEASE - EACH EMPLOYEE	
					E.L. DISEASE - POLICY LIMIT	
	OTHER					
	<input type="checkbox"/>					
	<input type="checkbox"/>					

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

Campground Location: Route 113, Steep Falls, ME

<input checked="" type="checkbox"/> CERTIFICATE HOLDER	ADDITIONAL INSURED	CANCELLATION
SUBURBAN PROPANE		SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.
ATTEN: BUTCH		
THOMPSON'S POINT		
PORTLAND ME 04102		AUTHORIZED REPRESENTATIVE <i>Lucas B. Hartford</i> Lucas B. Hartford, President

**MAINE** (STATE) **INSURANCE IDENTIFICATION CARD**  
COMPANY NUMBER COMPANY  
**Evergreen**  
POLICY NUMBER EFFECTIVE DATE EXPIRATION DATE  
**34-12882** **01/05/02** **01/05/03**  
YEAR MAKE/MODEL VEHICLE IDENTIFICATION NUMBER  
**1985 Toyota Land Cruiser** **JT3FJ60G3F1131441**  
AGENCY / COMPANY ISSUING CARD  
**International Insurance Services, Inc**  
**655 Main St, PO Box 61**  
**Lewiston, ME 04240**  
INSURED  
**Michael Baptista and Elaine Baptista-Burnham and**  
**Acres of Wildlife Campground, Inc.**  
**P.O. Box 2**  
**Steep Falls, ME 04085**

**FAXED**  
**52802**  
**675-3153**

SEE IMPORTANT NOTICE ON REVERSE SIDE





## Evergreen Indemnity, Ltd., Barbados

November 9, 2001

**Named Insured and Mailing Address:**

Michael Baptista and Elaine Baptista-Burnham and  
Acres of Wildlife Campground, Inc.  
P.O. Box 2  
Steep Falls, ME 04085

Thank you for placing your insurance needs in a program that we specifically designed for your industry. It provides comprehensive coverage for your business, however, there are other coverages you did not select that can be added to your policy to warranty further protection. We want to make you aware of them. If you would like to implement any of these coverages or if you have any questions, please give us a call.

### **Optional Coverages**

**Office And Electronic Data Processing Equipment** - Provides coverage for loss or damage to scheduled office and computer equipment. It also provides coverage for direct physical loss or damage to data, media and computer programs.

**Employee Dishonesty** - This is crime coverage protecting your business from employee theft and embezzlement.

**Umbrella Liability Limits** - Gives you a higher limit of liability over and above the required underlying limit of \$1,000,000. You can now increase your limit of liability up to \$10,000,000 if you wish.

**Garagekeepers Coverage (RV & boat storage)** - Protects you against all sums you legally must pay as damage for loss to other people's RV units or boats that are left in your care, custody and control.

UNITED STATES DISTRICT COURT  
DISTRICT OF MASSACHUSETTS

RENEE MESSANA, PAUL DEMEO, PAUL  
MESSANA, INDIVIDUALLY AND AS NEXT  
FRIEND OF RAYMOND MESSANA AND ARIANA  
MESSANA

Plaintiffs,

v.

ACRES OF WILDLIFE CAMPGROUND, INC.

Defendant

Docket No. 04-11913 MLW

CERTIFICATE OF SERVICE

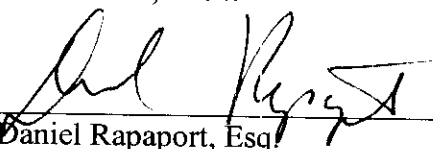
I, Daniel Rapaport, hereby certify that I caused

1. Defendant's Initial Disclosures Pursuant to Fed.R.Civ.P. 26(a)(1).

VIA U.S. MAIL

John W. Collier, Esq.  
200 Monsignor O'Brien Highway  
Cambridge, MA 02141

Dated at Portland, Maine this 30<sup>th</sup> day of November, 2004.

  
Daniel Rapaport, Esq.

Bar No. 412120

Attorney for Defendant

Acres of Wildlife Campground, Inc.

PRETI, FLAHERTY, BELIVEAU, PACHIOS & HALEY, LLC  
One City Center  
P.O. Box 9546  
Portland, ME 04112-9546  
TEL: (207) 791-3000